

1 RACHEL B. ABRAMS (Cal Bar No. 209316)  
 2 ADAM B. WOLF (Cal Bar No. 215914)  
 3 **Peiffer Wolf Carr Kane Conway & Wise, LLP**  
 4 555 Montgomery Street, Suite 820  
 5 San Francisco, CA 94111  
 6 Telephone: 415.766.3544  
 7 Facsimile: 415.840.9435  
 8 Email: rabrams@peifferwolf.com  
 9 Email: awolf@peifferwolf.com

10 TIFFANY R. ELLIS (*Admitted PHV*)  
 11 **Peiffer Wolf Carr Kane Conway & Wise, LLP**  
 12 2229 Trumbull St.  
 13 Detroit, MI 48216  
 14 Telephone: 313.210.1559  
 15 Facsimile: 415.840.9435  
 16 Email: tellis@peifferwolf.com

17 *Counsel for Plaintiff*

18  
**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

19  
 20 IN RE: UBER TECHNOLOGIES, INC.,  
 21 PASSENGER SEXUAL ASSAULT  
 22 LITIGATION

23 MDL No. 3084 CRB

24  
**DECLARATION OF RACHEL B.**  
**ABRAMS IN SUPPORT OF REPLY OF**  
**MOTION TO WITHDRAW AS COUNSEL**  
**FOR PLAINTIFF M.A.Y.**

25 This Document Relates to:

26  
 27 *M.A.Y. v. Uber Technologies, Inc., et al;*  
 28 *3:25-cv-02107-CRB*

29 I, Rachel B. Abrams, declare:

- 30  
 31 1. I am an attorney in the law firm of Peiffer Wolf Carr Kane Conway and Wise, LLP. I am  
 32 admitted to practice before this Court. I make this declaration based on my own personal  
 33 knowledge. If called upon to testify, I could and would testify competently to the truth  
 34 of the matters stated herein.
- 35  
 36 2. Circumstances outside counsel's control—including the inability to reach Plaintiff  
 37 M.A.Y. and maintain consistent communication—have made continued representation  
 38 impractical and unreasonably difficult.
- 39  
 40 3. The communication breakdown between attorney and client underscores the

- 1                   impossibility of effective representation under current conditions.
- 2         4. A breakdown in communication and trust between attorney and client constitutes good  
3                   cause for withdrawal, particularly where withdrawal will not prejudice other parties or  
4                   delay proceedings.
- 5         5. Plaintiff M.A.Y.'s failure to communicate with and provide sufficient information to our  
6                   firm has presented a circumstance covered by Rule 1.16(b)(4) of the California Rules of  
7                   Professional Conduct. We are unable to meet discovery deadlines and otherwise  
8                   prosecute her case without her input. Our withdrawal from the case has become  
9                   necessary.
- 10        6. Under the California Rules of Professional Conduct 1.16(d), my firm has taken all  
11                  reasonably available steps to avoid prejudice to the rights of Plaintiff M.A.Y.
- 12        7. Our withdrawal from this case will not impact the timing or schedule of this litigation,  
13                  and we have taken all reasonable steps possible to avoid prejudice to Plaintiff by  
14                  informing her of her options and the consequences of failing to comply with case  
15                  deadlines.
- 16        8. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned  
17                  on our firm continuing to accept papers to forward to the client. We are able to accept  
18                  this responsibility.

19                   Executed this 13th of November, 2025 in San Francisco, California.

20                   /s/ Rachel B. Abrams  
21                   Rachel B. Abrams

22                   *Counsel for Plaintiff*

23

24

25

26

27

28